

Return Address:

Washington State School for the Blind
2214 East 13th Street Vancouver, WA
98661

**INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT FOR INSTRUCTIONAL
TECHNOLOGY EQUIPMENT**

Pursuant to Title 28A.RCW, Chapter 39.34 RCW and Chapter 190 ORS, and other provisions of the law that authorize intergovernmental agreements for cooperative purchasing agreements, **Educational Service District 112**, a political subdivision of the State of Washington (**ESD 112**), **and Washington State School for the Blind (Purchasing Agency)**, hereby agree to enter into this agreement for the cooperative purchasing of instructional technology equipment (Agreement) subject to the following terms and conditions:

1. ESD 112 has contracted with various vendors for the purchase of instructional technology equipment and agrees to extend the terms of said contracts to the Purchasing Agencies, to the extent permitted by law, and agreed upon by all parties. The terms of the contracts with the vendors secures a competitive purchase price for Purchasing Agencies and guarantees ESD 112 an administrative fee for administering the cooperative purchasing program.
2. ESD 112 represents and warrants it has complied with its statutory requirements under Washington law regarding notice for bids or proposals for goods or services subject to this Agreement. ESD 112 further represents and warrants it either posted the bids or solicitation notices on a website established and maintained by a public agency, purchasing cooperative or similar service provider, for the purposes of posting public notice of bids or proposal solicitations, or has provided an access link to the notice on the State of Washington's web portal. The bid documents specified that the bids would be posted on ESD 112's website. ESD 112 has maintained copies of the web postings and has records of the dates that the bids were posted on the website.

3. The Purchasing Agencies agrees to accept responsibility for compliance with any additional or varying laws and regulations governing purchases they make. BSD 112 makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies, or rules applicable to each participating Purchasing Agency.
4. A purchase by a Purchasing Agency shall be effected by a purchase order from the Purchasing Agency, directed to the vendor(s) or other party contracting to furnish specified instructional technology equipment to the Purchasing Agency.
5. ESD 112 accepts no responsibility for the performance of any purchasing contract by the vendor(s), and accepts no responsibility for the payment of the purchase price by the Purchasing Agency.
6. It is not the intent of the parties to this Agreement, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the boards or other governing bodies of both parties shall jointly administer this Agreement in accordance with the terms contained herein.
7. The Purchasing Agency shall be solely responsible for acquiring the equipment or property, and all such equipment or property shall be held in that agency's name. The Purchasing Agency shall also have primary responsibility for disposing such property for the duration of the Agreement and upon termination of the Agreement.
8. The manner of financing the instructional technology equipment purchased under this Agreement shall be through budgeted funds or other available funds of the Purchasing Agency. Said Purchasing Agency shall be responsible for all budget and accounting procedures related to its purchases.
9. The terms of this Agreement shall be governed by the laws of the State of Washington.
10. This Agreement has been approved by the governing bodies of the Purchasing Agencies and ESD 112 by resolution, motion, or by other means specifically authorized by law.
11. This Agreement shall become effective once it is fully executed and filed with the Clark County Auditor, or listed on ESD 112's and the Purchasing Agency's web site or other electronically retrievable public source . The Purchasing Agency shall file or list the Agreement on their website prior to purchasing items off the ESD 112 Instructional Technology Bid.

12. This Agreement shall remain in force until terminated by ESD 112 or the Purchasing Agency. ESD 112 or the Purchasing Agency may terminate this Agreement upon sixty (60) days written notice to the other party.

EDUCATIONAL SERVICE DISTRICT 112

2500 NE 65th Avenue
Vancouver, WA 98661

Twyla Barnes
Dr. Twyla Barnes, Superintendent

5-15-07
Date

**WASHINGTON STATE SCHOOL FOR
THE BLIND**

2214 E. 13th Street
Vancouver, WA 98661

Dea. [Signature], Super.
[Signature and Title]

5-17-07
Date

Instructions:

Sign and return one original document to:

Nellie McCullough-Witt, Secretary
Educational Technology Support Center
2500 NE 65th Avenue,
Vancouver, WA 98661.